

NICHOLLS STATE UNIVERSITY
PURCHASING DEPARTMENT
PO BOX 2052 University Station
104 Elkins Hall
Thibodaux, La 70310
Phone No. (985) 448-4038
Fax No. (985) 448-4921

BID NO. **SB01406**

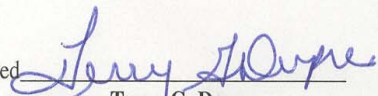
Date: **November 7, 2005**

EO/AA Employer, M/F/H/V

INVITATION, BID AND ACCEPTANCE

INVITATION: Sealed bids, subject to the conditions herein stated and attached hereto, will be received at this office until **3:00 P.M. on December 1, 2005** and then publicly opened for furnishing the items and/or services as described below for Nicholls State University.

Signed


Terry G. Dupre
Interim Director of Purchasing

The right is reserved to reject all or part of your offer as well as to cancel this entire solicitation

DESCRIPTION

FURNISH AND INSTALL LED GRAPHICAL JET TICKER; as per attached bid specifications.....

INSTRUCTIONS: 1. YOUR BID IS TO BE MADE ON THE ATTACHED FORM AND RETURNED WITH THIS "INVITATION" IN THE ENCLOSED ENVELOPE. 2. The University cannot accept bids or alterations by wire, phone or facsimile. 3. ALL PRICES ARE TO BE QUOTED COMPLETE AND F.O.B. NICHOLLS STATE UNIVERSITY, THIBODAUX, LA. 4. All prices assumed firm unless otherwise stated. 5. Any bid received after bid closing time will be returned unopened. 6. As a state agency, the University is NOT liable for state sales tax enacted by the State Legislature and in effect at the time of issuance of the order. 7. Do not include federal excise tax unless requested. 8. Unless otherwise specified all bids shall be binding for 30 calendar days from date of bid opening. 9. FAILURE TO SIGN IN INK WILL BE CAUSE FOR BID NOT TO BE CONSIDERED. 10. Additions for packing or other items not quoted will not be allowed.

BIDDER SHALL FILL IN ALL BLANK SPACES

Terms will be _____ and shipment will be made within _____ days of receipt of order.

BID

In compliance with the above invitation for bids and subject to the conditions thereof, the undersigned offers and agrees if this bid be accepted within _____ days from the date of opening to furnish any or all of the items (or sections) at the price set opposite each item (or section). (In case of a continuing contract this price shall remain in effect until _____.)

Bidder _____

Signed _____

Address _____

Title _____

Phone (____) _____

Date _____

Acceptance by NICHOLLS STATE UNIVERSITY, THIBODAUX, LOUISIANA

Accepted as to items numbered _____

Signed _____

November 7, 2005

**PUBLIC NOTICE
INVITATION TO BID**

Sealed bids will be received by the Purchasing Department, NICHOLLS STATE UNIVERSITY, Thibodaux, La. on **DECEMBER 01, 2005**, at **3:00 P.M.** for:

“SB01406 - FURNISH AND INSTALL LED GRAPHICAL JET TICKER

At which time and place the bids will be publicly opened and read aloud. Any bid received after closing time will be returned unopened.

A MANDATORY PRE-BID CONFERENCE SHALL BE HELD IN THE COLLABORATIVE LEARNING LAB, ROOM 108 POWELL HALL ON THE CAMPUS OF NICHOLLS STATE UNIVERSITY, THIBODAUX, LOUISIANA, AT 2:00 PM., Central Time, November 16, 2005, Bidder representation at the pre-bid conference is to be by a principal of the prime contractor submitting the bid and/or an individual of the company having authority to make financially binding decisions on behalf of the prime contractor. Bid due December 01, 2005. Failure to attend pre-bid conference shall cause rejection of bid without further consideration. Workers Compensation and Employers Liability required. General Liability and Automobile Liability insurance required.

Copies of the specifications are on file in the Office of the Director of Purchasing, NICHOLLS STATE UNIVERSITY, Thibodaux, LA. The specification may also be obtained in electronic format by visiting the State of Louisiana, Office of State Purchasing, LaPAC Web Site, <http://wwwsrch2.doa.la.gov/osp/lapac/pubmain.asp>

No bid may be withdrawn after the scheduled closing time for receipt of bids for at least thirty (30) days.

The University reserves the right to reject any or all bids, and to waive any informalities.

Evidence of authority to submit the bid shall be required in accordance with R.S. 38:2212(A)(1)(C) and/or R.S. 39:1594(C)(2) (D).

An Equal Opportunity Employer.

NICHOLLS STATE UNIVERSITY
THIBODAUX, LOUISIANA

TERRY G. DUPRE
Interim Director of Purchasing

TO BE RUN:

November 15, 2005

TO BE OPENED:

December 01, 2005

SPECIFICATIONS

Nicholls State University Graphical Jet Ticker Page 1 of 2

I. SCOPE OF SOLICITATION

Nicholls State University is soliciting this bid specification in order to purchase a LED Graphical Jet Ticker and Operating Software. The equipment shall be delivered and installed to the College of Business Collaborative Learning Lab in Powell Hall. The successful bidder(s) shall be required to furnish, deliver, setup, and install the equipment. Additionally, the successful bidder(s) shall be required to provide qualified person(s) for training University staff on the operation of the equipment they furnish after the installation is complete. The University shall be responsible for providing the required electrical service to the equipment.

II. PRE-BID CONFERENCE

A MANDATORY pre-bid conference shall be held on November 16th, 2005 at 2:00 PM. The mandatory pre-bid conference shall be held in room 108 Powell Hall, Collaborative Learning Lab. Bids submitted by firms who do not attend the mandatory pre-bid conference shall not be accepted.

III. INSURANCE REQUIREMENTS

The successful bidder(s) shall supply a certificate of insurance per the attached "Standardized Insurance Requirements for State of Louisiana Contracts." The certificate shall name Nicholls State University as the certificate holder and as an additional insured. Further, the certificate shall grant a waiver of subrogation. The successful bidder shall also be required to provide an indemnification agreement. Indemnification agreement is provided in the insurance information provided.

IV. COMPLIANCE

Failure on the part of the bidder to comply with any and all requirements and conditions of this specification may subject the bid response to rejection. No exception to or deviations from the specification will be considered unless each exception or deviation **is specifically stated as part of the bid.** Any exception must be specifically stated by the bidder as an exception with a detailed statement completely defining the exception or exceptions. **The item number, the make and model number of the alternate offered, and any exceptions/deviations MUST be submitted with the bid response;** however, that information alone may not be sufficient for evaluation and the burden of proof of compliance with the specification will be at the expense and responsibility of the vendor if questioned by the user department after delivery.

THE BRAND NAMES SPECIFIED ARE USED ONLY TO DESCRIBE THE STANDARD OF QUALITY, PERFORMANCE, AND CHARACTERISTICS DESIRED AND IS NOT INTENDED TO LIMIT OR RESTRICT COMPETITION. HOWEVER, IF BIDDING AN "EQUIVALENT" TO BRAND SPECIFIED IT IS MANDATORY THAT BIDDER FURNISH WITH BID DETAILED LITERATURE AND/OR SPECIFICATIONS TO BE USED IN EVALUATION OF PRODUCT. FAILURE TO SUBMIT SAID INFORMATION SHALL BE CAUSE FOR BID NOT TO BE CONSIDERED.

V. DELIVERY AND INSTALLATION

The equipment shall be delivered to the location stated in the scope of work. Waste receptacles in and near the installation site or on the campus are not available for disposal use.

The University shall assume no liability or responsibility in connection with deliveries of equipment. It shall be the responsibility of the successful bidder to install all equipment. The University shall provide required electrical source. If bidder does not have representation in the area, then the bidder shall make provisions to handle installation work at the bidder's expense. Such an installation arrangement will in no way relieve the successful bidder from responsibility of installation to the satisfaction of the University.

SPECIFICATIONS

Nicholls State University Graphical Jet Ticker Page 2 of 2

Scope of delivery and installation includes labor, materials and services required to produce a complete installation acceptable to the University. **Pricing shall include the cost of furnishing desired equipment, delivery, setup, installation of the equipment, and training after the installation is complete.**

Successful bidder shall notify Dr. John Lajaunie (985) 859-9231, or Dr. Chris Cox, (985) 859-5652, at least 48 hours prior to delivery. Desired installation period shall occur during the Christmas Holidays, December 21st, 2005 through January 10th, 2006. Under no circumstances shall a delivery be made to the site or the University without giving prior notice and receiving approval. Delivery and installation shall occur during regular work hours, 8:00 AM to 4:30 PM Monday through Friday.

SPECIFICATIONS

SEE BID FORM.

UNIVERSITY CLOSURES

The University shall be closed on the following dates:

Thanksgiving Break – Monday, November 21st, 2005 through Friday, November 25th, 2005. The University will re-open on Monday, November 28th, 2005.

Christmas Break – Wednesday, December 21st, 2005 through Tuesday, January 03rd, 2006. The University will re-open on Wednesday, January 04, 2006.

BID FORM

Nicholls State University Graphical Jet Ticker

Page 1 of 2

GROUP A – MODULAR CIRCUIT TRAINING WEIGHT EQUIPMENT

<u>Item</u>	<u>Description</u>	<u>Unit</u>	<u>Unit Price</u>	<u>Total Amount</u>
01	Trans-Lux, or Approved Equal Tri-Color LED Graphical Jet Ticker 112 character; .3" pixel pitch, managed module, 24 dots high, Approximately 11.2" High X 201" Wide X 4.25" Deep. Ticker to have Lexan fascia for protection, Price to include shipping and handling, and 12 months full warranty State Make/Model: _____	1 ea	_____	_____
02	Operating software for jet ticker display Software must interface with financial data feed service which will be delivered via the internet. Software must have custom message capability.	1 ea	_____	_____
03	Installation by factory trained technicians	1 ea	_____	_____

TOTAL NET LUMP SUM ITEMS 1 – 3: \$ _____

Name of Company: _____ Officer's Initials: _____

BID FORM

Nicholls State University

Graphical Jet Ticker

Page 2 of 2

ALTERNATIVE PRODUCT OFFERING FORM

TO BE COMPLETED BY BIDDER AND SUBMITTED WITH BID RESPONSE FORMS IF OFFERING AN ITEM OR ITEMS OTHER THAN SPECIFIED. PLEASE PROVIDE DETAILED SPECIFICATIONS OF ALTERNATE PRODUCT WITH BID RESPONSE. FAILURE TO INCLUDE THIS SHEET AND PROVIDE DETAILED LITERATURE FOR ALTERNATIVE PRODUCT SHALL BE CAUSE FOR REJECTION OF BID.

ITEM #

MAKE/MODEL OFFERED

ANY EXCEPTION/DEVIATIONS

Make additional copies of this page if additional copies are required

INSTRUCTIONS TO BIDDERS

REVISED (04/05)

1.1 DEFINITIONS:

“CONTRACT” - means all types of state agreements, including a purchase order, regardless of what they may be called, for the purchase of supplies, services or major repairs.

“OWNER” - Nicholls State University which is an agency of the State of Louisiana.

“CONTRACTOR” - means any person or business having a contract with a governmental body.

2.1 PROPOSAL FORM:

Bids shall be submitted upon proposal form blanks which are furnished with the specifications. Proposal blanks must be filled in by the bidder. Should the bidder spoil the forms of proposal furnished him, duplicates may be obtained upon request. Any proposals on other stationery that the forms provided by the Owner will be considered informal, and may accordingly, be rejected.

2.2 BIDDERS:

Bidders must sign their bids in ink. In addition, bid prices shall be typewritten or in ink. Failure to comply will render the proposal informal and cause its rejection. Bidders are cautioned not to attach any conditions or provisions to their proposal; any foreign conditions will render the proposal informal and may cause its rejections.

2.2.1 When bid form so indicates, price for both figures and in writing must be furnished or bid will be deemed informal and it may be rejected; if applicable, any discrepancy between the price written in the bid and that given in figures, the price in writing will be considered as the bid.

2.3 BIDDER'S SIGNATURE AUTHORITY:

In accordance with Louisiana Revised Statute, Act 121, 39:1594, the person signing the bid must be:

1. A current corporate officer, partnership member or other individual specifically authorized to submit a bid as reflected in the appropriate records on file with the Secretary of State; or
2. An individual authorized to bind the vendor as reflected by an accompanying corporate resolution, certificate or affidavit.

By signing the bid, the bidder certifies compliance with the above.

2.4 SEALED ENVELOPE:

All bids should be submitted in special bids envelope furnished for that purpose only on bid mailed to vendors. If bid was received via LA PAC, please submit bid in a sealed envelope with your company's name, the bid number and the date and time of the bid opening. In the event a bid contains bulky subject material; the special bid envelope or label provided by bidder must be firmly affixed to the mailing envelope.

2.5 DELIVERY OF BIDS:

All bids shall be delivered, sealed, to the Purchasing Department in Room 104 Elkins hall on or before the time designated for the receipt of bids. When a courier service or the postal service is used to submit the bid package, it is the vendor's responsibility to assure that the bid document arrives in the Purchasing Department prior to the bid opening. Any bids received late will be returned to vendor unopened.

3.1 *PRICES:*

The prices bid must cover that furnishing of all materials, labor, tools, and services necessary to execute the particularly designated contract work, in full conformity with drawings and specifications furnished. A cash discount for less than 30 days will not be considered in making an award.

3.2 *INDEPENDENT PRICE DETERMINATION:*

By submitting a bid or offer, the bidder or offeror certifies that the price submitted was independently arrived at without collusion. Reasonable grounds for supposing that any bidder is interested in more than one proposal will cause the rejection of all proposals in which he is deemed to be interested.

3.3 *BID SAMPLES AND DESCRIPTIVE LITERATURE AND/OR SPECIFICATIONS:*

When invitation to bid calls for sample and/or descriptive literature, data and specifications, failure to submit same with bid will result in disqualification or non-consideration of bid.

3.4 *CASH DISCOUNTS:*

A cash discount for less than 30 days will not be considered in making an award.

3.5 *SALES TAX:*

Effective September 1, 1991, as a state agency, the University is exempt from all state sales tax.

4.1 *INTERPRETATION OF DOCUMENTS:*

If any person contemplating submitting a bid is in doubt as to the meaning of any part of the Specifications or other proposed contract documents, he will submit to the Owner's Representative a written request for an interpretation thereof. The person submitting the request will be responsible for its prompt delivery. Any interpretation of the proposed documents will be made only be addendum fully issued and a copy of such addendum will be mailed or delivered to each contractor receiving a set of specifications. The Owner will not be responsible for any other explanations or interpretations of the specifications or proposed documents.

4.2 *MISTAKES IN BIDS:*

Carelessness in quoting prices or in preparation of bid will not relieve the bidder. Erasures, write-overs or corrections in bids should be explained over bidder's signature and initialed by bidder. In addition, when bidder makes mistakes in calculating total bid price where quantities are involved the unit price shall prevail.

4.3 *ALTERNATES OR EQUAL BIDS:*

Alternate bids will not be considered. If submitting an equal bid, it is mandatory that bidder furnish with bid detailed literature and/or specifications to be used in evaluation of product. Failure to submit said information will cause for bid not to be considered.

IF A BID BOND IS REQUIRED, A BID BOND MUST BE SUBMITTED FOR EACH SEPARATE BID RESPONSE.

4.4 *CONDITIONAL BIDS:*

Qualified bids are subject to rejection whole or in part.

4.5 *BIDS BINDING:*

Unless otherwise specified all formal sealed bids shall be binding for a minimum of 30 days.

4.6 *AMENDMENTS TO INVITATION FOR BIDS:*

Amendments shall be identified as such and shall be sent to all prospective bidders previously sent invitation to bid. Amendments shall be distributed not later than three (3) working days before bid opening.

4.7 *RIGHT TO REJECT BIDS RESERVED:*

The Owner reserves the right to reject any and all proposals, and to waive informalities. Also, bids may be considered for all or part of total quantity. University also reserves the right to cancel any solicitation.

4.7.1 **Reasonable grounds for supposing that any bidder is interested in more than one proposal will cause the rejection of all proposals in which he is deemed to be interested.**

4.8 *WITHDRAWAL OF BID:*

A written request for the withdrawal of a bid or any part thereof will be granted if the request is received prior to the specified time of opening.

4.9 *POSTPONED OPENINGS: EXCEPTIONS:*

In the event that bids are scheduled to be opened on a day that is a federal holiday, or if the governor by proclamation creates an unscheduled holiday, or for any cause that exists that creates a non-working day, bids scheduled to be opened on that day shall be opened on the next working day at the same address and time specified in the Invitation for Bids.

4.10 *LATE BIDS:*

Formal sealed bids, amendments thereto, received after time specified for bid opening will not be considered, whether delayed in the mail or for any other causes whatsoever.

4.11 *CANCELLATION OF SOLICITATION:*

When a solicitation is canceled, prior to opening, notice of cancellation will be sent to all businesses solicited.

5.1 *ASSIGNMENTS:*

No contract or purchase order may be assigned, sublet or transferred without written consent of the Commissioner of Administration.

6.1 *DELIVERIES:*

Deliveries must be made in accordance with bid. If no delivery instruction appears on an order it will be interpreted to mean prompt delivery required. Burden of proof of delay of commodities shall rest with the contractor.

7.1 *INVOICES:*

All invoices are to be submitted in duplicate and should make reference to the purchase order number.

NOTICE TO BIDDERS: ITEMS PURCHASED THAT ARE PRODUCED, MANUFACTURED, ASSEMBLED,
GROWN, OR HARVESTED IN LOUISIANA ARE SUBJECT TO PREFERENCE LAWS, SEE BELOW.

SPECIAL CONDITIONS

BID NUMBER: SB01406

BID OPENING: December 01, 2005

In accordance with the Louisiana Revised Status 39:1595, a preference of 10% may be allowed for products produced, manufactured, grown or assembled in Louisiana of equal quality.

DO YOU CLAIM THIS PREFERENCE? YES _____ *NO* _____

SPECIFY ITEM NUMBER(S) _____

Specify location within Louisiana where this product is produced, manufactured, grown or assembled:

FAILURE TO SPECIFY ABOVE INFORMATION MAY CAUSE ELIMINATION FROM PREFERENCES.

Bidder shall provide with bid detailed information as to how the item qualifies for this preference.

This preference may be allowed if all of the following conditions are met:

- 1) The cost of such item(s) does not exceed the cost of other items which are manufactured, processed, produced, or assembled outside the state by more than 10%*
- 2) The vendor of such Louisiana items agrees to sell the items at the same price as the lowest bid offered on such items.*
- 3) In cases where more than one bidder offers Louisiana items which are within ten percent of the lowest bid, the bidder offering the lowest bid on Louisiana items is entitled to accept the price of the lowest bid made on such items.*

CONDITIONS OF PURCHASE

The following conditions, unless otherwise stated in the bid document, will apply to all purchase orders:

Merchandise must be accompanied by delivery slip or shipping list showing items shipped or delivered and the purchase order number. THE PURCHASE ORDER NUMBER must appear on all invoices, delivery memoranda, bills of lading packages and correspondence.

The University is not responsible for goods delivered or work done without a written order. No allowance for boxing or crating. Unauthorized quantities in excess of this order will be returned or held subject to shipper's order, expense and risk.

Contractor warrants that the merchandise to be furnished hereunder will be in full conformity with the specifications, drawing or sample and agrees that this warranty shall survive acceptance of the merchandise and that contractor will bear the cost of inspecting rejected merchandise.

All rejected goods will be held at contractor's risk and expense, subject to contractor's prompt advice as to disposition. Unless otherwise arranged, all rejected goods will be returned at contractor's expense.

Contractor will, at its expense defend the University against any claim that any merchandise to be furnished hereunder infringes a patent or copyright in the United States or Puerto Rico, and will pay all costs, damages and attorney's fees that a court finally as a result of such claim.

****CHAPTER 7****

INSURANCE AND INDEMNIFICATION

Before commencing work, the other party (vendor/contractor and/or subcontractor) shall obtain at its own cost and expense the following insurance in insurance companies authorized in the State, with an A.M. Best rating of A:VI or better and shall provide evidence of such insurance to the Agency, as may be required by the contracting agency. The policies or certificates thereof, shall provide the thirty days prior to cancellation notices of same shall be given to the Agency by registered mail, return receipt requested, for all of the following stated insurance policies. All notices shall name the other party and identify the agreement or contract number.

- A. **Worker's Compensation - Statutory - in compliance with the Compensation law of the State. Exception: Employers Liability is to be \$1,000,000 when work is to be over water and involves maritime exposure. (A.M. Best's rating requirement mentioned above is waived for workers compensation coverage only.)**
- B. **Commercial General Liability Insurance with a minimum limit of liability per occurrence of \$1,000,000 for bodily injury and property damage. This insurance shall show on the certificate of insurance which of the following coverages is not included in the policy, if any:**
 - 1. **Premises - Operations**
 - 2. **Broad Form Contractual Liability**
 - 3. **Products and Completed Operations**
 - 4. **Use of Contractors and Subcontractors**
 - 5. **Personal Injury**
 - 6. **Broad Form Property Damage**
- C. **Automobile Liability Insurance with a minimum of liability per occurrence of \$1,000,000 for bodily injury and property damage unless otherwise indicated in the contract specifications. This insurance shall include for bodily injury and property damage the following coverages:**
 - 1. **Owned automobiles**
 - 2. **Hired automobiles**
 - 3. **Non-owned automobiles**

Note: If the vendor/contractor does not own an automobile and an automobile is utilized in the execution of the contract, then only hired and non-owned coverage is acceptable. If an automobile is not utilized in the execution of the contract, the automobile coverage is not required.

Location of operation shall be "All Locations".

- D. **Other Party's Professional Liability. The other party shall provide proof of such insurance. (Minimum limits of \$1,000,000). Required in the "Special Conditions" of the contract specifications.**
- E. **If at any time any of the policies shall become unsatisfactory to the Agency as to form or substance, or if a company issuing any such policy shall become unsatisfactory to the Agency, the other party shall obtain a new policy, submit the same to the Agency for approval and submit a certificate of insurance as required in the contract. Upon failure of the other party to furnish, deliver and maintain such insurance as above provided, this contract at the election of the Agency may be forthwith declared suspended, discontinued or terminated. Failure of the other party to take out and/or maintain any required insurance, shall not relieve the other party from any liability under the contract, nor shall the insurance be construed to conflict with the obligations of the other party concerning indemnification.**

F. All policies and certificates of insurance of the other party shall reflect the following:

- 1. The other party's insurer will have no right of recovery or subrogation against the Agency, it being the intention of the parties that the insurance policies so affected shall protect both parties and the primary coverage for any and all losses covered by the described insurance.**
- 2. The Agency shall be named as an "additional insured" as regards negligence by the contractor. (ISO form CG 20 1011 85).**
- 3. The insurance companies issuing the policy or policies shall have no recourse against the Agency for payment of any premiums or for assessments under any form of policy.**

G. The following Indemnification Agreement shall be, and is hereby, a provision of the contract:

The other party agrees to protect, defend, indemnify, save and hold harmless the State of Louisiana, all State Departments, Agencies, Boards and Commissions, its officers, agents, servants and employees, including volunteers, from and against any and all claims, demands, expense and liability arising out of injury or death to any person or the damage, loss or destruction of any property which may occur or in any way grow out of any or omission of the other party, its agents, servants, and employees, or any and all costs, expense and/or attorney fees incurred by the other party as a result of any claims, demands, and/or causes of action except of those claims, demands, and/or causes of action arising out of the negligence of the State of Louisiana, all State Departments, Agencies, Boards, commissions, its agents, representatives, and/or employees. The other party agrees to investigate, handle, respond to, provide defense for and defend any such claims, demands, or suits at its sole expense and agrees to bear all other costs and expenses related thereto, even if it (claims, etc) is groundless, false or fraudulent.

H. Any and all deductibles in the below described insurance policies shall be assumed by and be for the amount of, and at the sole risk of the other party.

I. The insurance companies issuing the policy or policies shall have no recourse against the Agency for payment of any premiums or for assessments under any form of policy.

J. All property losses shall be made payable to and adjusted with the Agency.

K. Neither the acceptance of the completed work nor payment therefore shall release the Contractor/Subcontractor from his obligations from the insurance requirements or indemnification agreement.

L. Additional insurance may be required on an individual basis for extra hazardous contracts and specific service agreements. If such additional insurance is required for a specific contract, that requirement will be described in the "Special Conditions" of the contract specifications.

M. If any of the Property and Casualty insurance requirements (Exhibit A or B) are not complied with at their renewal dates, payments to the Contractor/Subcontractor may be withheld until those requirements have been met, or at the option of the Agency, the Agency may pay the Renewal Premium and withhold such payments from any monies due the Contractor/Subcontractor.

****EXHIBIT A****

INSURANCE REQUIREMENTS FOR CONTRACTORS

Contractor shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Contractor, his agents, representatives, employees or subcontractors. The cost of such insurance shall be included in the Contractor's bid.

A. *MINIMUM SCOPE OF INSURANCE*

Coverage shall be at least as broad as:

- 1. Insurance Services Office form number GL 0002 (Ed. 1/73) covering Comprehensive General Liability and Insurance Services Office form number GL 0404 covering Broad Form Comprehensive General Liability; or Insurance Services Office Commercial General Liability coverage ("occurrence" form CG 0001). "Claims Made" form is unacceptable. The "occurrence form" shall not have a "sunset clause".**
- 2. Insurance Services Office form number CA 0001 (Ed. 1/78) covering Automobile Liability and endorsement CA 0025 or CA 0001 12 90. The policy shall provide coverage for owned, hired, and non-owned coverage. If an automobile is to be utilized in the execution of this contract, and the vendor/contractor does not own a vehicle, then proof of hired and non-owned coverage is sufficient.**
- 3. Workers' Compensation insurance as required by the Labor Code of the State of Louisiana, including Employers Liability Insurance.**

B. *MINIMUM LIMITS OF INSURANCE*

Contractor shall maintain limits no less than:

- 1. Commercial General Liability: \$1,000,000 combined single limit per occurrence for bodily injury, personal injury, and property damage.**
- 2. Automobile Liability: \$1,000,000 combined single limit per accident, for bodily injury and property damage.**
- 3. Workers' Compensation and Employers Liability: Workers' Compensation limits as required by the Labor code of the State of Louisiana and Employers Liability coverage. Exception: Employers liability limit is to be \$1,000,000 when work is to be over water and involves maritime exposure.**

C. *DEDUCTIBLES AND SELF-INSURED RETENTIONS*

Any deductibles or self-insured retentions must be declared to and approved by the Agency. At the option of the Agency, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the Agency, its officers, employees and volunteers; or the contractor shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.

D. OTHER INSURANCE PROVISIONS

The policies are to contain, or be endorsed to contain, the following provisions:

1. General Liability and Automobile Liability Coverages

- a. The Agency, its officers, officials, employees, Boards and Commissions and volunteers are to be added as “additional insureds” as respects liability arising out of activities performed by or on behalf of the Contractor; products and completed operations of the contractor, premises owned, occupied or used by the Contractor. The coverage shall contain no special limitations on the scope of protection afforded to the Agency, its officers, officials, employees or volunteers. It is understood that the business auto policy under “Who is an Insured” automatically provides liability coverage in favor of the State of Louisiana.**
- b. Any failure to comply with reporting provisions of the policy shall not affect coverage to the Agency, its officers, officials, employees, Boards and Commissions or volunteers.**
- c. The Contractor’s insurance shall apply separately to each insured against whom claim is made or suite is brought, except with respect to the limits of the insurer’s liability.**

2. Worker’s Compensation and Employers Liability Coverage

The insurer shall agree to waive all rights of subrogation against the Agency, its officers, officials, employees and volunteers for losses arising from work performed by the Contractor for the Agency.

3. All Coverages

Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, or reduced in coverage or in limits except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the Agency.

E. ACCEPTABILITY OF INSURERS

Insurance is to be placed with insurers with a Best’s rating of not less than A:VI. This rating requirement will be waived for workers’ compensation coverage only.

F. VERIFICATION OF COVERAGE

Contractor shall furnish the Agency with certificates of insurance affecting coverage required by this clause. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates are to be received and approved by the Agency before work commences. The Agency reserves the right to require complete, certified copies of all required insurance policies, at any time.

****EXHIBIT D****

INDEMNIFICATION AGREEMENT

The _____ agrees to protect, defend, indemnify, save,
Contractor/Subcontractor/Lessee/Supplier

and hold harmless the State of Louisiana, all State Departments, Agencies, Boards and Commissions, its officers, agents, servants and employees, including volunteers, from and against any and all claims, demands, expense

and liability arising out of injury or death to any person or the damage, loss or destruction of any property which may occur or in any way grown out of any act of omission of
_____ ,

Contractor/Subcontractor/Lessee/Supplier

its agents, servants, and employees, or any and all costs, expense and/or attorney fees incurred by
_____ as a result of any claim,

Contractor/Subcontractor/Lessee/Supplier

demands, and/or causes of action except those claims, demands, and/or causes of action arising out of the negligence of the State of Louisiana, all State Departments, Agencies, Boards, Commissions, its agents, representatives, and/or employees.

_____ agrees to investigate, handle, respond to,
Contractor/Subcontractor/Lessee/Supplier

provide defense for and defend any such claims, demand, or suit at its sole expense and agrees to bear all other costs and expenses related thereto, even if it (claims, etc.) is groundless, false or fraudulent.

Accepted by

Company Name

Signature

Title

Date Accepted

Is Certificate of Insurance Attached? _____ Yes _____ No

Contract Number _____ for NICHOLLS STATE UNVIERSTY (#4820)
State Agency Number and Name

PURPOSE OF CONTRACT: _____

EQUAL OPPORTUNITY CLAUSE

Prior to award, a copy of certification of compliance with the following equal opportunity clause must be in the vendor's file or must be submitted within ten (10) days of notification.

Contractor hereby agrees to adhere to the mandates dictated by Title VI and Title VII of the Civil Rights Act of 1964 as amended; Section 402 of the Vietnam Era Veterans Readjustment Assistance Act of 1974; Section 503 of the Rehabilitation Act of 1973 and to Section 202 of Executive Order 11246 as amended. Contractor agrees that he/she will not discriminate in the rendering of services to and/or employment of individuals because of race, sex, sexual orientation, age, color, religion, national origin, disabled veteran, political belief, veteran status or any other non-merit factor.

Vendor certifies that he is in compliance with above.

(Check One) ☐ Yes ☐ No

Signature: _____